delivering the criminal the plaintiff learned of the offer. On delivery the defendant refused to pay the reward. *Held,* the plaintiff can recover. *Hoggard* v. *Dickerson* (Mo.), 165 S. W. 1135.

On principle and by the weight of authority, a reward is classified as an ordinary contract, necessitating knowledge of the offer and its acceptance by performance of the conditions. *Williams* v. *Chicago St. Ry. Co.,* 191 Ill. 610, 61 N. E. 456, 85 Am. St. Rep. 278; *Broadnax* v. *Ledbetter,* 100 Tex. 375, 99 S. W. 1111, 9 L. R. A. (N. S.) 1057. Some cases, however, attempt to distinguish rewards as a peculiar species of contract, maintaining that the performance of the condition is the sole interest of the offerer, and lack of knowledge on the part of the performer in no way affects the value of the services rendered. Their holding then is that knowledge of the offer is not essential. *Dawkins* v. *Sappington,* 26 Ind. 199; *Auditor* v. *Ballard,* 9 Bush. (Ky.) 572, 15 Am. Rep. 728. It is suggested that there can be no legal obligation resting upon the offerer until the acceptor has suffered detriment on the faith of the offer. There must be consideration for the offer. But however, where part of the conditions remain yet unfulfilled, the acceptor learning of the offer after part performance, his completion of the conditions constitute consideration and entitle him to the reward. *Coffey* v. *Commonwealth* (Ky.), 37 S. W. 575. Such was the case in *Hoggard* v. *Dickerson, supra.*

CORPORATIONS—RIGHT OF A CORPORATION TO PURCHASE ITS OWN STOCK.—A corporation repurchasing its own stock gave a note in payment. When the note matured the corporation was insolvent. *Held,* the contract is uninforcible. *In re Fechheimer Fishel Co.* (C. C. A.), 212 Fed. 357. See NOTES, p. 72.

CRIMINAL LAW—SENTENCE—INDEFINITE SUSPENSION.—A judgment sentenced the accused to a term of imprisonment but further provided for the suspension of the sentence during the good behavior of the accused. *Held,* the suspension is void though the remainder of the judgment, the sentence, is enforcible. *Reese* v. *Olsen* (Utah), 139 Pac. 941.

It is said that such a suspension by the judiciary usurps the executive perogative of pardon and reprieve, and that uncertainty is given to judicial action by an indefinite suspension of sentence. *State* v. *Sturgis* (Me.), 85 Atl. 474; *Norman* v. *Rehberg* (Ga.), 78 S. E. 256. But it has been held that such a suspension is an inherent right of the court and is the only means of doing justice in some cases. *Fuller* v. *State* (Miss.), 57 So. 806. And it is further said that though the suspension is void, the judgment is severable and the sentence is valid and is only satisfied by the actual suffering of the imprisonment. *State* v. *Buckley,* 75 N. H. 402, 74 Atl. 875; *Neal* v. *State,* 104 Ga. 507, 30 S. E. 858. By the weight of authority, however, by a release on an indefinite suspension of sentence the court loses jurisdiction and a later attempt to enforce the sentence may be defeated and the prisoner relieved in habeas corpus proceedings. *People* v. *Barrett,* 202 Ill. 287, 67